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9
10 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

11 **BARAK GOLAN, on behalf of**
12 **himself and all others similarly**
13 **situated,**

14 Plaintiff,

15 v.

16 **CLUB 360 LLC; et al.,**

17 Defendants.

Case No.: 2:21-cv-02272-CBM-PLA

NOTICE OF MOTION AND
MOTION FOR PLAINTIFFS’
REQUEST FOR APPROVAL OF
NOTICE OF CLASS
CERTIFICATION AND NOTICE
PLAN

Hon. Consuelo B. Marshall

Date: August 8, 2024

Time: 10:00 a.m.

Place: Courtroom 8B

23
24 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD: PLEASE**

25 **TAKE NOTICE** that on or about August 8, 2024, at 10:00 a.m., before the

26 Honorable Consuelo B. Marshall of the United States District Court, Central

NOTICE OF MOTION AND MOTION FOR PLAINTIFFS’ REQUEST
FOR APPROVAL OF NOTICE OF CLASS CERTIFICATION AND
NOTICE PLAN

1 District of California, 350 West 1st Street, Los Angeles, CA. 90012 - Courtroom
2 8B, Plaintiff Barak Golan (“Plaintiff”) will move this Court for an **Order**
3
4 Approving the Notice of Certification to the Class and the Notice Plan, as
5 proposed by Plaintiff. This motion is based upon this Notice, the accompanying
6
7 Memorandum of Points and Authorities, Supporting Declaration of Todd
8 Friedman, Supporting Declaration of Brad Madden and its accompanying
9
10 Exhibits, Proposed Order Granting instant Motion, and upon any additional
11 evidence accepted by the Court in consideration of this motion.

12 Pursuant to Local Rule 7-3, Plaintiff’s counsel of record spoke with
13
14 opposing counsel to discuss the substance of the contemplated motion on March
15 26, 2024. The Parties have met and conferred regarding the substance of the
16
17 instant motion on numerous occasions since that date. Defendants’ counsel
18 indicated that they do not intend to oppose the Motion for class Notice.

19 Dated: July 8, 2024

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21 By:/s/ Todd M. Friedman
22 Todd M Friedman

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CERTIFICATE OF SERVICE

Filed electronically on this 8th day of July, 2024, with:

United States District Court CM/ECF system

Notification sent electronically on this 8th day of July, 2024, to:

Honorable Judge Consuelo B. Marshall
United States District Court
Central District of California

And all counsel of record as recorded on the ECF page.

By: /s/ Todd M. Friedman
Todd M Friedman

1 Todd M. Friedman (SBN 216752)

2 tfriedman@toddfllaw.com

Adrian R. Bacon (SBN 280332)

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9 *Attorneys for Plaintiff*

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 **BARAK GOLAN, on behalf of**
13 **himself and all others similarly**
14 **situated,**

15 Plaintiff,

16 v.

17 **CLUB 360 LLC, et al.,**

18 Defendants.

Case No.: 2:21-cv-02272-CBM-PIA

19 **MEMORANDUM OF POINTS AND**
20 **AUTHORITIES IN SUPPORT OF**
21 **PLAINTIFF’S MOTION FOR**
22 **APPROVAL OF NOTICE OF**
23 **CLASS CERTIFICATION**

Hon. Consuelo B. Marshall

Date: August 6, 2024

Time: 10:00 a.m.

Place: Courtroom 8B

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MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF
PLAINTIFF’S MOTION FOR APPROVAL OF NOTICE OF CLASS
CERTIFICATION

1 **I. INTRODUCTION**

2 Defendants Club 360 LLC, Jehangir Meher, ABC Financial Services,
3 LLC, Valley Gym Corp., North Hollywood Fitness LLC, and Van Nuys Fitness
4 Center LLC, engaged in a common scheme of automatically charging their gym
5 members \$9.99 per month while their facilities were closed during the Covid-19
6 pandemic. Defendants did so with no prior authorization, and despite being
7 warned by Defendant ABC Financial Services, LLC that they would be sued.
8 Plaintiff brought this class action alleging that Defendants’ conduct constitutes
9 violations of the Electronic Funds Transfer Act (“EFTA”).

10 The Honorable Court certified this case on behalf of the following classes
11 of consumers:

12 All persons in the United States whose bank accounts were
13 debited on a reoccurring basis by Meher or ABC without
14 obtaining a written authorization signed or similarly
15 authenticated for preauthorized electronic fund transfers in
16 March 14, 2020 to September 2020 for fees at any of the
17 USA Fitness gyms (hereinafter, “the EFTA Class”);

Docket No. 140, Pg. 2.

18 All persons in the United States whose bank accounts
19 were debited on a reoccurring basis by Club 360, Meher,
20 or ABC without obtaining a written authorization signed
21 or similarly authenticated for preauthorized electronic
22 fund transfers in March 14, 2020 to September 2020 for
23 fees ad Club 360’s gyms (hereinafter, “the EFTA Club
24 360 Subclass”); and

Id.

25 All persons in the United States whose bank accounts
26 were debited on a reoccurring basis by Defendants
27 without obtaining a written authorization signed or
28 similarly authenticated for preauthorized electronic fund
transfers after June 15, 2020 to September 2020 for fees
at any of the USA Fitness gyms (hereinafter, “the EFTA
USA Fitness Subclass”).

Id.

1 Plaintiff has hired EAG Gulf Coast, LLC (“EAG”) (formerly
2 Postlethwaite & Netterville) to provide Notice to the Class. Plaintiff has also
3 prepared a notice of class certification and a plan to disseminate it, and sought
4 input from Defendant, who has participated in the drafting of the notice, and
5 indicated that it will not oppose this Motion. Plaintiff respectfully requests the
6 proposed Notice be approved and the Court order notice be given to the class.

7 **II. LEGAL STANDARD**

8 Federal Rule of Civil Procedure 23(c)(2)(B) requires that “[f]or any class
9 certified under Rule 23(b)(3), the court must direct to class members the best
10 notice that is practicable under the circumstances, including individual notice to
11 all members who can be identified through reasonable effort.” Notice need not
12 be “perfect” – plaintiffs are “afforded some flexibility with respect to providing
13 notice to unknown, potential class members.” *CE Design v. Beaty Constr., Inc.*,
14 No. 07 C 3340, 2009 U.S. Dist. LEXIS 5842, *28 (N.D. Ill. Jan. 26, 2009).
15 Though the Federal Rules do not specify particular forms of notice that should
16 be used to notify unidentified class members, the Manual for Complex
17 Litigation, Fourth, provides guidance. Direct notice via mailed postcard has
18 routinely been held to be adequate notice. *See Schaffer v. Litton Loan Servicing,*
19 *LP*, No. CV 05-07673, 2012 WL 10274679, at *8 (C.D. Cal. Nov. 13, 2012); *Lo*
20 *v. Oxnard European Motors, LLC*, No. 11-cv-1009, 2012 WL 1932283, at *1
21 (S.D. Cal. May 29, 2012).

22 Notice allows class members to participate or opt out of a case, assess
23 class representatives and counsel, and ensure adequate representation. Manual
24 For Complex Litigation (Fourth) § 21.13 (2004). Class notice must state in
25 clear, concise, plain, easily understood language:

- 26 (i) the nature of the action;
- 27 (ii) the definition of the class certified;
- 28 (iii) the class claims, issues, or defenses;

- 1 (iv) that a class member may enter an appearance through an
- 2 attorney if the member so desires;
- 3 (v) that the court will exclude from the class any member who
- 4 requests exclusion;
- 5 (vi) the time and manner for requesting exclusion; and
- 6 (vii) the binding effect of a class judgment on members under Rule
- 7 23(c)(3).

8 Fed. R. Civ. P. 23(c)(2)(B)(i-vii).

9 The Court must direct “the best notice” to class members. That is
10 qualified in two ways: Notice must be “practicable under the circumstances,”
11 and must be given only to those individual members who can be identified
12 through “reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). “What is ‘the best
13 notice practicable under the circumstances’ and what constitutes ‘reasonable
14 effort’ is a determination of fact to be made in the individual litigation. *In re*
15 “*Agent Orange*” *Prod. Liab. Litig.*, 100 F.R.D. 718, 729 (E.D.N.Y. 1983).” *In*
16 *re Motor Fuel Temperature Sales Practices Litig.*, 2013 U.S. Dist. LEXIS
17 76227, 58-59 (D. Kan. 2013).

18 “Rule 23 does not mandate individual notice; instead, it requires that ‘the
19 notice must be such as is reasonably calculated to reach interested parties and
20 apprise them of the pendency of the action.’ *In re Domestic Air Transp. Litig.*,
21 137 F.R.D. at 695 (citing *Mullane v. Central Hanover Bank & Trust Co.*, 339
22 U.S. 306, 314, 94 L. Ed. 865, 70 S. Ct. 652 (1950)).” *In re Domestic Air Transp.*
23 *Antitrust Litig.*, 148 F.R.D. 297, 335 (N.D. Ga. 1993). “Notice calculated to
24 reach the most likely class members is adequate under Rule 23. In all cases the
25 court should strike an appropriate balance [in determining the type of notice]
26 between protecting class members and making Rule 23 workable. Manual for
27 Complex Litigation § 30.211 (2d ed. 1985).” *Id.* While direct individual notice
28 is not required under Rule 23, Courts have consistently held that providing

1 direct notice via postcard with a case website satisfies the notice requirements of
2 Rule 23. *See Barani v. Wells Fargo Bank, N.A.*, No. 12CV2999, 2014 WL
3 1389329, at *9–10 (S.D. Cal. Apr. 9, 2014).

4 The Federal Judicial Center’s (FJC) Judges’ Class Action Notice and
5 Claims Process Checklist and Plain Language Guide (the FJC Checklist)
6 considers a reach of 70% or above among class members reasonable. Many
7 courts have approved notice plans with a reach of 70%, or just above. *See, e.g.,*
8 *In re Sony VAIO Computer Notebook Trackpad Litig.*, No. 9-cv-02109 (S.D.
9 Cal.); *Lee v. Stonebridge Life Insurance Co.*, No. 11-cv-0043 (N.d. Cal.).
10 “Reach” is defined as the percentage of a class exposed to a notice, after
11 eliminating duplication among people who may have been exposed more than
12 once. “Frequency” is the average number of times a person reached by notice
13 would be exposed to it.

14 **III. PLAINTIFF’S NOTICE PLAN**

15 EAG are well-known designers of notice plans and administrators of
16 notice and settlement plans. They have collectively administered hundreds of
17 matters. EAG has been involved in numerous consumer class actions as the
18 class action administrator and has extensive experience administering class
19 notice and serving as class administrator. *See Decl. of Brad Madden at ¶¶ 2–3,*
20 *Ex. A.*

21 EAG designed, and is qualified to implement, a plan which reaches more
22 than the percentage of the class suggested by the FJC Checklist and approved by
23 many courts. The Plan contemplates direct notice to all gym members through
24 postcards and a website. Defendant has provided comprehensive name and
25 address information for all Class Members. There is every reason to believe that
26 direct postcard notice will reach all members of the Class (and certainly much
27 more than 70%), because their names and most recent addresses have been
28 provided to the Administrator, and direct notice by mail will be given.

1 The content of the notices satisfies Rule 23(c)(2)(B)(i-vii). The language
2 is clear, concise, plain, and easily understood and contains all the information
3 required by Rule 23. Declaration of Todd M. Friedman (“Friedman Decl.”) Exs.
4 C–D. A website will be established to allow class members to obtain additional
5 information and print documents and pleadings. The website address will be
6 prominently displayed in the Notice that is mailed to Class Members. Friedman
7 Decl. at ¶ 12, Exs. C-D. The Notice Plan is expected to reach at least 90% of
8 likely Class Members. Friedman Decl. ¶ 17. Because of the comprehensive
9 data provided by Defendants, the overall reach of the Notice Plan is likely to be
10 greater, and 90% is a conservative calculation. *Id.*

11 **IV. THE PROPOSED NOTICE IS ADEQUATE UNDER RULE 23**

12 Because a class has been certified and a member may be bound by a
13 judgment, the due process right to receive notice must be protected. But “the
14 court should strike an appropriate balance [in determining the type of notice]
15 between protecting class members and making Rule 23 workable.” *In re*
16 *Domestic Air Transp. Antitrust Litig.*, 148 F.R.D. at 335. This is a case against
17 a Company that provides relatively low-cost gym memberships and related
18 services. The value of an individual claim is likely at most less than \$100—a
19 total refund of the freeze fees—plus statutory damages under EFTA.
20 Certification was not sought for claims for personal injury or other non-
21 economic injury.

22 Plaintiffs’ Notice Plan will reach a percentage of the Class authorities
23 consider reasonable and courts have found adequate under Rule 23. In weighing
24 the risk a class member may not receive notice and not have the opportunity to
25 opt out, the likelihood of opting out, and the result if unable to opt out, must be
26 considered. It seems unlikely a member would choose to opt out of
27 participating in this class action to bring an individual lawsuit. The potential
28 individual recovery is too small to attract an attorney, or worthwhile to bring as

1 a small-claims action. It is not clear how, or why, an individual could, or
2 would, identify, retain, and pay the experts, and undertake the other expenses
3 needed, to prosecute the case. In the unlikely event a member wanted to opt
4 out, but learned of the case after that opportunity expired, the member would
5 have lost the right to pursue something no reasonable person would pursue. It
6 should also be considered that, as in the vast majority of certified class actions,
7 the hypothetical consumer that wished to, but was unable to opt out following
8 post-certification notice, is likely to have an opportunity to opt out when
9 settlement notice is ordered.

10 Ultimately, class notice in this case is relatively simple due to
11 Defendant's comprehensive name and address data which has already been
12 provided to Plaintiff. Plaintiff thus anticipates a very high reach percentage.

13 **V. CONCLUSION**

14 For the foregoing reasons, Plaintiff respectfully requests that the
15 Honorable Court approve the proposed Notice Plan and that Notice to the Class
16 be Ordered.

17
18 Dated: July 8, 2024

19
20 By: /s/ Todd M. Friedman
21 Todd M. Friedman

CERTIFICATE OF SERVICE

Filed electronically on this 8th Day of July, 2024, with:

United States District Court CM/ECF system

Notification sent electronically on this 8th Day of July ,2024, to:

Honorable Judge Consuelo B. Marshall
United States District Court
Central District of California

And all counsel of record as recorded on the ECF page.

By: /s/ Todd M. Friedman
Todd M Friedman

Todd M. Friedman (SBN 216752)
tfriedman@toddfllaw.com
Adrian R. Bacon (SBN 280332)
abacon@toddfllaw.com
Matthew R. Snyder (SBN 350907)
msnyder@toddfllaw.com

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**BARAK GOLAN, on behalf of
himself and all others similarly
situated,**

Plaintiff,

v.

CLUB 360 LLC, et al.,

Defendants.

Case No.: 52:21-cv-02272-CBM-PLA

**DECLARATION OF TODD M.
FRIEDMAN IN SUPPORT
OF PLAINTIFF’S MOTION FOR
APPROVAL OF NOTICE OF
CLASS CERTIFICATION**

Hon. Consuelo B. Marshall

Date: August 6, 2024

Time: 10:00 a.m.

Place: Courtroom 8B

I, Todd M. Friedman, declare:

1. I am an attorney licensed to practice law in the State of California since 2001, the State of Illinois since 2002, and the State of Pennsylvania since 2011. I have been continuously licensed in California since 2001, Illinois since 2002, and Pennsylvania since 2011, and am in good standing with the California

1 State Bar, Illinois State Bar, and Pennsylvania State Bar. I am admitted to
2 practice in all state courts in California, Illinois, and Pennsylvania. I am also
3 admitted in the following District Courts in California: 1) Northern District of
4 California; 2) Southern District of California; 3) Eastern District of
5 California; and 4) Central District of California. I am also admitted in the
6 Central District of Illinois. Finally, I am admitted to practice law in the Ninth
7 Circuit Court of Appeals. I am a principal of the firm The Law Offices of
8 Todd M. Friedman P.C., and counsel for Plaintiff Barak Golan (“Plaintiff”) in
9 the above-captioned action against Defendants Club 360 LLC, ABC Financial
10 Services, LLC, Jehangir Meher, Valley Gym Corp., North Hollywood Fitness
11 LLC, and Van Nuys Fitness Center LLC (“Defendants”).

12 2. I have personal knowledge of the following facts and, if called upon as a
13 witness, could and would competently testify thereto, except as to those
14 matters which are explicitly set forth as based upon my information and belief
15 and, as to such matters, I am informed and believe that they are true and
16 correct.

17 3. I am writing this declaration in support of Plaintiff’s Motion for Approval of
18 Class Certification Notice Plan.
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1 4. I am lead counsel in this certified class action, and understand that pursuant to
2 the Honorable Court’s July 28, 2023 Order (Dkt. No. 116) my firm represents
3 all individuals who fall under the following class definition:
4

5 All persons in the United States whose bank accounts were
6 debited on a reoccurring basis by Meher or ABC without
7 obtaining a written authorization signed or similarly
8 authenticated for preauthorized electronic fund transfers in
9 March 14, 2020 to September 2020 for fees at any of the
USA Fitness gyms (hereinafter, “the EFTA Class”);

10 All persons in the United States whose bank accounts were
11 debited on a reoccurring basis by Club 360, Meher, or
12 ABC without obtaining a written authorization signed or
13 similarly authenticated for preauthorized electronic fund
14 transfers in March 14, 2020 to September 2020 for fees ad
Club 360’s gyms (hereinafter, “the EFTA Club 360
15 Subclass”); and

16 All persons in the United States whose bank accounts were
17 debited on a reoccurring basis by Defendants without
18 obtaining a written authorization signed or similarly
19 authenticated for preauthorized electronic fund transfers
20 after June 15, 2020 to September 2020 for fees at any of
the USA Fitness gyms (hereinafter, “the EFTA USA
21 Fitness Subclass”).

22 5. In order to provide class notice to these consumers, my firm has hired EAG
23 Gulf Coast, LLC (“EAG”) (formerly Postlethwaite & Netterville) to develop a
24 class notice plan and proposed forms of notice.
25

26 6. Following our first consultation with EAG, my partner Adrian R. Bacon and
27 associate Matthew R. Snyder held a telephonic meet and confer with counsel
28

1 for Defendants on March 26, 2024, pursuant to L.R. 7-3, wherein they
2 discussed the scope of the class notice. The Parties have continued to meet
3 and confer over the following months regarding, among other things, class
4 notice.
5

6
7 7. On May 28, 2024, pursuant to the Parties' telephonic agreement, Plaintiff
8 provided counsel for Defendants with an explanation of the proposed notice
9 plan and the proposed forms of notice. A true and correct copy of email
10 transmitting the original draft notice materials to Defendant's counsel is
11 attached hereto as Exhibit A.
12

13
14 8. In response, counsel for Defendants, Hassan Elrakabawy, sent an email with a
15 redline of the long-form class notice materials, with mostly minor, non-
16 substantive changes having been made. A true and correct copy of Mr.
17 Elrakabawy's email is attached hereto at Exhibit B.
18

19
20 9. Both my partner Adrian R. Bacon and my associate Matthew R. Snyder
21 reviewed the proposed changes suggested by counsel for Defendants. We
22 noted that one proposed change to the date ranges made by Defendants'
23 counsel did not comport with the Court's class certification order, and so we
24 rejected those changes. We found the other changes made by Defendants'
25 counsel to be agreeable and accepted those changes. Defendants' counsel also
26
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1 asked my associate Matthew R. Snyder to make similar changes to the short-
2 form notice, which he did.
3

4 10. Defendants also produced a comprehensive list of all class members and the
5 mailing addresses they had on file with Defendant.
6

7 11. Defendants were asked by my office to split the cost of Notice 50/50 but they
8 refused. My office reserves the right to ask for recovery of the full cost of
9 notice as a cost of litigation if Plaintiff prevails, or to otherwise request the
10 Court compel contribution by Defendants under its equitable authority.
11

12 12. My firm has been working with EAG to finalize the Notice Plan, and to
13 ensure that the Notice Plan fulfilled all of the requirements under Rule 23.
14

15 13. Specifically, that plan contemplates sending direct notice via postcard to all
16 Class Members based on the name and mailing address data provided by
17 Defendants. A website will also be established to allow class members to
18 obtain additional information and print documents and pleadings. That
19 website address will be prominently displayed in the Notice mailed to Class
20 Members.
21
22

23 14. The final forms are attached hereto in succession. Attached hereto as Exhibit
24 C is a true and correct copy of the language that will be presented in Plaintiff's
25 proposed long form notice. This will be available on the class website.
26
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1 15.Attached hereto as Exhibit D is a true and correct copy of the language that
2 will be presented in Plaintiff’s short form notice. This will be available on the
3 class website.
4

5 16. Attached hereto as Exhibit E is a true and correct copy of the estimate for
6 class notice created by EAG.
7

8 17.Based on my experience of litigating hundreds of class actions, I expect that
9 the proposed Notice Plan will reach at least 90% of the Class Members, if not
10 significantly more.
11

12 18.My understanding from my discussions with counsel for Defendants, and
13 discussions with my partner Adrian R. Bacon and associate Matthew R.
14 Snyder, who also met and conferred with Defendants, is that Defendants do
15 not intend to oppose the proposed Notice Plan.
16
17

18 I declare under penalty of perjury under the laws of California and the
19 United States that the foregoing is true and correct, and that this declaration was
20 executed July 8, 2024 at Woodland Hills, California.
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23 By:/s/ Todd M. Friedman
24 Todd M. Friedman
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EXHIBIT A

Matthew Snyder

From: Adrian Bacon
Sent: Tuesday, May 28, 2024 3:14 PM
To: Hassan Elrakabawy; Thomas Borncamp
Cc: Todd Friedman; Matthew Snyder
Subject: FW: Activity in Case 2:21-cv-02272-CBM-BFM Edwin Bazarganfard et al v. Club 360 LLC et al Order on Motion for Reconsideration
Attachments: Short Form Notice - Draft.docx; Long Form Notice - Draft.docx
Importance: High

Counsel,

Given the posture of the case at this stage, we will be proceeding with the class notice motion. We need to finalize the production of that data. Can you please advise as to the status?

Also, is there any commentary on the notice itself? Attached is a rough draft, though we are likely going to be adapting it into a postcard format. Let us know about its content. Our plan is to send direct postcard notice to every class member, after doing an address update through the national change of address database through USPS, and then put up a website where the long form document is posted, along with other pertinent documents for the case like the trial schedule, the class certification orders and summary judgment orders and operative complaint, and for that website to remain up through trial. We also propose the parties split the cost of notice 50/50. I have to get a new quote because the class size has changed but I expect costs to be around \$30k.

Please get back to us on these points.

I also want to flag that settlement is in your court. I've been trying to settle this case for two years as costs continue to rise. I really want to get this case resolved. I can't do that without your participation. From where I stand there's literally nothing left for you guys to argue except to hope for a favorable jury result. I hope we don't need to burn through yet another half million dollars in legal fees to go through all that.

Adrian R. Bacon, Esq.

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

Tel. (323)306-4234

Fax (866)633-0228

www.toddfirm.com

From: cacd_ecfmail@cacd.uscourts.gov <cacd_ecfmail@cacd.uscourts.gov>
Sent: Tuesday, May 28, 2024 10:50 AM
To: ecfnef@cacd.uscourts.gov
Subject: Activity in Case 2:21-cv-02272-CBM-BFM Edwin Bazarganfard et al v. Club 360 LLC et al Order on Motion for Reconsideration

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

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download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered on 5/28/2024 at 10:49 AM PDT and filed on 5/23/2024

Case Name: Edwin Bazarganfard et al v. Club 360 LLC et al

Case Number: [2:21-cv-02272-CBM-BFM](#)

Filer:

Document Number: [140](#)

Docket Text:

ORDER RE: DEFENDANTS MOTION FOR RECONSIDERATION OF THE COURTS JULY 31, 2023 ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFF GOLAN BARAKS MOTION FOR CLASS CERTIFICATION [DKT 116] [120], by Judge Consuelo B. Marshall: Accordingly, the Court DENIES Defendants Motion for Reconsideration. IT IS SO ORDERED. (shb)

2:21-cv-02272-CBM-BFM Notice has been electronically mailed to:

Meghan Elisabeth George mgeorge@toddfllaw.com, ecampany@toddfllaw.com

Adrian Robert Bacon gsosa@toddfllaw.com, tfriedman@toddfllaw.com, lawclerk1@toddfllaw.com, abacon@toddfllaw.com, nadia.lotun@toddfllaw.com, ecampany@toddfllaw.com

Hassan Elrakabawy ishin@yukelaw.com, gillard@yukelaw.com, eservice@yukelaw.com, helrakabawy@yukelaw.com

Matthew R. Snyder msnyder@toddfllaw.com

Todd M Friedman hburns@toddfllaw.com, tfriedman@toddfllaw.com, nadia.lotun@toddfllaw.com, mgeorge@toddfllaw.com, abrashler@toddfllaw.com, ecampany@toddfllaw.com, gsosa@toddfllaw.com, phammer@toddfllaw.com, abacon@toddfllaw.com, lawclerk1@toddfllaw.com, kuribe@toddfllaw.com, msnyder@toddfllaw.com

Thomas Borncamp jmarvisi@yukelaw.com, kthompson@yukelaw.com, helrakabawy@yukelaw.com, kdandamudi@yukelaw.com, tborncamp@yukelaw.com, calendar@yukelaw.com, kweed@yukelaw.com

Andrew Brashler abrashler@toddfllaw.com

2:21-cv-02272-CBM-BFM Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :

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EXHIBIT B

Matthew Snyder

From: Hassan Elrakabawy <HElrakabawy@yukelaw.com>
Sent: Monday, July 1, 2024 12:13 PM
To: Adrian Bacon; Thomas Borncamp
Cc: Todd Friedman; Matthew Snyder; Valley Gym Corp_ d_b_a USA Fitness _ Bazarganfard_ Edwin _ Golan_ Barak vs_ Club 360 LLC_ ABC Financial_ EMAIL
Subject: RE: Activity in Case 2:21-cv-02272-CBM-BFM Edwin Bazarganfard et al v. Club 360 LLC et al Order on Motion for Reconsideration [IMAN-IMANAGE.FID71539]
Attachments: Long Form Notice - Draft HE Edits.docx

Adrian:

Update, we are getting close to finalizing the class member data. Hope to have that to you next week. Also attached is a redline of the proposed Class Notice.

Hassan Elrakabawy
Yukevich | Cavanaugh

From: Adrian Bacon <abacon@toddfllaw.com>
Sent: Tuesday, May 28, 2024 12:14 PM
To: Hassan Elrakabawy <HElrakabawy@yukelaw.com>; Thomas Borncamp <tborncamp@yukelaw.com>
Cc: Todd Friedman <tfriedman@toddfllaw.com>; Matthew Snyder <msnyder@toddfllaw.com>
Subject: FW: Activity in Case 2:21-cv-02272-CBM-BFM Edwin Bazarganfard et al v. Club 360 LLC et al Order on Motion for Reconsideration
Importance: High

Counsel,

Given the posture of the case at this stage, we will be proceeding with the class notice motion. We need to finalize the production of that data. Can you please advise as to the status?

Also, is there any commentary on the notice itself? Attached is a rough draft, though we are likely going to be adapting it into a postcard format. Let us know about its content. Our plan is to send direct postcard notice to every class member, after doing an address update through the national change of address database through USPS, and then put up a website where the long form document is posted, along with other pertinent documents for the case lie the trial schedule, the class certification orders and summary judgment orders and operative complaint, and for that website to remain up through trial. We also propose the parties split the cost of notice 50/50. I have to get a nrew quote because the class size has changed but I expect costs to be around \$30k.

Please get back to us on these points.

I also want to flag that settlement is in your court. I've been trying to settle this case for two years as costs continue to rise. I really want to get this case resolved. I can't do that without your participation. From where I stand there's literally nothing left for you guys to argue except to hope for a favorable jury result. I hope we don't need to burn through yet another half million dollars in legal fees to go through all that.

Adrian R. Bacon, Esq.
LAW OFFICES OF TODD M. FRIEDMAN, P.C.

Tel. (323)306-4234
Fax (866)633-0228
www.toddflaw.com

From: cacd_ecfmail@cacd.uscourts.gov <cacd_ecfmail@cacd.uscourts.gov>
Sent: Tuesday, May 28, 2024 10:50 AM
To: ecfnf@cacd.uscourts.gov
Subject: Activity in Case 2:21-cv-02272-CBM-BFM Edwin Bazarganfard et al v. Club 360 LLC et al Order on Motion for Reconsideration

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered on 5/28/2024 at 10:49 AM PDT and filed on 5/23/2024

Case Name: Edwin Bazarganfard et al v. Club 360 LLC et al
Case Number: [2:21-cv-02272-CBM-BFM](#)
Filer:
Document Number: [140](#)

Docket Text:

ORDER RE: DEFENDANTS MOTION FOR RECONSIDERATION OF THE COURTS JULY 31, 2023 ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFF GOLAN BARAKS MOTION FOR CLASS CERTIFICATION [DKT 116] [120], by Judge Consuelo B. Marshall: Accordingly, the Court DENIES Defendants Motion for Reconsideration. IT IS SO ORDERED. (shb)

2:21-cv-02272-CBM-BFM Notice has been electronically mailed to:

Meghan Elisabeth George mgeorge@toddflaw.com, ecampany@toddflaw.com

Adrian Robert Bacon gsosa@toddflaw.com, tfriedman@toddflaw.com, lawclerk1@toddflaw.com,
abacon@toddflaw.com, nadia.lotun@toddflaw.com, ecampany@toddflaw.com

Hassan Elrakabawy ishin@yukelaw.com, gdillard@yukelaw.com, eservice@yukelaw.com,
helrakabawy@yukelaw.com

Matthew R. Snyder msnyder@toddflaw.com

Todd M Friedman hburns@toddflaw.com, tfriedman@toddflaw.com, nadia.lotun@toddflaw.com,

mgeorge@toddfaw.com, abrashler@toddfaw.com, ecompany@toddfaw.com, gsosa@toddfaw.com, phammer@toddfaw.com, abacon@toddfaw.com, lawclerk1@toddfaw.com, kuribe@toddfaw.com, msnyder@toddfaw.com

Thomas Borncamp jmarvisi@yukelaw.com, kthompson@yukelaw.com, helrakabawy@yukelaw.com, kdandamudi@yukelaw.com, tborncamp@yukelaw.com, calendar@yukelaw.com, kweed@yukelaw.com

Andrew Brashler abrashler@toddfaw.com

2:21-cv-02272-CBM-BFM Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :

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EXHIBIT C

If you were charged \$9.99 for a USA Fitness gym membership between March 14, 2020 and September 30, 2020, then you may be affected by a class action lawsuit.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- A California resident has filed a lawsuit claiming Club 360 LLC, Valley Gym Corp, North Hollywood Fitness LLC, Van Nuys Fitness Center LLC, ABC Financial Services, LLC, and Jehangir Meher (collectively, “USA Fitness”) charged the checking accounts and/or debit cards of gym members a \$9.99 fee during the Covid-19 pandemic closures without obtaining prior authorization to do so.
- You may be part of this class action if you are a person in the United States whose bank account was debited on a reoccurring basis by USA Fitness, without USA Fitness first having obtained your written authorization to charge you \$9.99, between March 14, 2020 and September 30, 2020.
- USA Fitness denies and is contesting the plaintiff’s allegations and claims. The Court has not ruled on the merits of the plaintiff’s claims or USA Fitness’s defenses.
- This case is currently scheduled to go to trial. There is no money available now and no guarantee there will be in the future. However, your rights may be affected, and you have a choice to make **now**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:

DO NOTHING	<p>Stay in this lawsuit. Await the outcome. Share in a possible money recovery, if any. Give up certain rights.</p> <p>By doing nothing, you are choosing to stay in the lawsuit. You will keep your right to share in a possible money recovery, if any, that may come from the trial. However, if you do nothing and remain in the lawsuit, you will give up the right to sue USA Fitness on your own about the legal claims included in this lawsuit.</p>
ASK TO BE EXCLUDED	<p>Get out of this lawsuit. Get no money recovery, if any. Keep certain rights.</p> <p>If you ask to be excluded, and money is later awarded, you will not be able to share in any such award. However, you will keep the right to sue USA Fitness on your own about the legal claims included in this lawsuit.</p>

- Lawyers must prove the claims against USA Fitness at a trial to be scheduled by the Court. If money is obtained from USA Fitness, you will be able to ask for a share.
- Your rights and options are explained in this notice. To ask to be excluded, you must ask by **November 5, 2024**.

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a Court has “certified” this case to proceed to trial as a class action lawsuit, and your rights may be affected. If you are a person in the United States whose bank account was automatically debited by USA Fitness between March 14, 2020 and September 30, 2020, without USA Fitness first having obtained your written authorization to charge you \$9.99, you may have legal rights and options in this case before the Court decides whether the claims being made against USA Fitness on your behalf are correct. This notice explains all of these things.

The Honorable Judge Consuelo B. Marshall of the United States District Court for the Central District of California is overseeing this class action. The case is known as *Edwin Bazarganfard and Barak Golan v. Club 360 LLC, et al.*, Case No. 2:21-cv-02272-CBM-PLA. The defendants being sued are Club 360 LLC, Valley Gym Corp, North Hollywood Fitness LLC, Van Nuys Fitness Center LLC, ABC Financial Services, LLC, and Jehangir Meher (collectively, “USA Fitness”).

2. What is a class action?

In a class action lawsuit, a person, called a “Class Representative” (in this case, plaintiff Barak Golan), is suing on behalf of people who have substantially similar claims. Together, these people are called a Class or Class members. One court resolves the issues for all Class members, except for those who exclude themselves, i.e., opt out, from the Class.

3. Why is this lawsuit a class action?

The Court decided that this lawsuit could move toward trial as a class action because it meets the numerosity, commonality, typicality, and adequacy requirements of Federal Rule of Civil Procedure 23. That is, the Court ruled that the Class is so large or “numerous” that getting all Class members together is impracticable; there are questions of law and fact that are “common” to the Class; the claim of the Class Representative is “typical” to the claims of the Class; and the lawyers for the Class will fairly and “adequately” protect the interests of all Class members. More information about why this is a class action can be found in the Court’s Order Granting in Part Plaintiff’s Motion for Class Certification, which’s available at www.Club360Lawsuit.com.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

- The lawsuit claims USA Fitness automatically charged the checking accounts and/or debit cards of their gym members a \$9.99 fee while their gyms were closed during the Covid-19 pandemic, without obtaining prior authorization to do so. The lawsuit seeks to recover for Class Members the money that was debited by USA Fitness without authorization, as well as statutory penalties for violations of the Electronic Funds Transfer Act.

More information can be found on www.Club360Lawsuit.com.

5. How does USA Fitness answer?

USA Fitness denies and is contesting all of the plaintiff's allegations and claims that it has not violated any law.

More information on USA Fitness's response to the plaintiff's allegations and claims is available at www.Club360Lawsuit.com.

6. Has the court decided who is right?

No. The Court has not ruled on the merits of the plaintiff's claims or USA Fitness's defenses. The lawyers for the Plaintiff will present their claims and the lawyers for USA Fitness will present their defenses at a trial to be scheduled by the Court.

7. What is the Plaintiff asking for on behalf of the Class?

The Plaintiffs are asking for money to be paid to consumers to compensate them for the amounts that were automatically debited from their checking accounts and/or debit cards without their permission, as well as statutory penalties for violations of the Electronic Funds Transfer Act. The lawsuit also asks for attorneys' fees and costs.

8. Is there any money available now?

No. There is no money available now because the Court has not ruled on the merits of the plaintiff's claims or USA Fitness's defenses. There is no guarantee that money will ever be awarded or obtained.

MEMBER OF THE CLASS

9. How do I know if I am part of the Class?

You are included in this lawsuit if you are a person in the United States whose bank account and/or debit card were debited \$9.99 by USA Fitness between March 14, 2020 and September 30, 2020, without USA Fitness first having obtained your written permission to charge you \$9.99. Individuals who were charged to a credit card (i.e., not a debit card or bank account) or who otherwise did not incur a \$9.99 debit charge are not part of the Class.

Defendants, their affiliates, employees, agents, and attorneys, and the Court, members of its immediate family, and its judicial staff are not part of the Class.

YOUR RIGHTS AND OPTIONS

10. What happens if I do nothing at all?

If you do nothing, you are choosing to stay in the Class. If the plaintiff wins or loses at trial, you will be legally bound by all orders and judgments of the Court, and you will not be able to sue or continue to sue USA Fitness in a different case over the legal claims included in this lawsuit. If the Plaintiff is awarded money from USA Fitness at trial, you will be able to ask for a share.

11. What happens if I exclude myself?

If you exclude yourself from the Class, you: (1) will not be legally bound by the Court's judgments; (2) will keep any rights you may have to sue USA Fitness for the legal claims included in this lawsuit; and (3) will not be able to get any money from this lawsuit if any money is awarded as a result of the trial.

12. How do I ask to be excluded?

To exclude yourself from the Class, send a letter to the address below postmarked by **November 5, 2024** stating you want to be excluded from *Edwin Bazarganfard and Barak Golan v. Club 360 LLC, et al.*, Case No. 2:21-cv-02272-CBM-PLA. Include your name, address, telephone number, and signature.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes. The Court has appointed the appointed Todd M. Friedman of the Law Offices of Todd M. Friedman, P.C. to represent you and other Class members as Class Counsel. These lawyers have experience handling similar cases. For information about the law firm representing you, please visit their website at www.toddflaw.com. Barak Golan is a Class member, and the Court has appointed him to serve as the "Class Representative."

14. Should I get my own lawyer?

You do not need to hire your own lawyer, nor do you have to pay Class counsel or anyone else to participate because Class Counsel is representing you and all other Class members. However, you may hire your own lawyer to represent you at your own expense.

15. How will the lawyers be paid?

If Class Counsel obtains money or other benefits for the Class, they will ask the Court for attorneys' fees and costs, which would be paid out of any money recovered for the Class. You will not be personally responsible for fees or expenses.

THE TRIAL

16. How and when will the Court decide the case?

The case will be decided at a trial currently scheduled by the Court to begin on January 21, 2025 at 10:00 a.m. The trial will take place at the United States District Court for the Central District of California, Courtroom 8B located at 350 W. 1st Street, Los Angeles, California 90012. The trial may be moved to a different date or time without additional notice. Check www.Club360Lawsuit.com for updates.

17. Do I have to come to court?

No. You do not have to come to Court, but you are free to do so. Class Counsel will present the case for the plaintiff, and the lawyers for USA Fitness will present USA Fitness's case and defenses. However, you or your own lawyer may appear in Court for this case at your own expense.

18. Will I get money after the trial?

If money is awarded as a result of the trial, a new notice will be issued about how to ask for a share and the requirements for doing so, and about any other options you may have at that time. Updated information about the case may be posted on www.Club360Lawsuit.com.

GETTING MORE INFORMATION

19. Is more information about the lawsuit available?

For a detailed notice and other documents about this lawsuit and your rights, Go to www.Club360Lawsuit.com, call 1-844-722-4005, write to Class Action Administrator, PO Box 4787, Baton Rouge, LA 70821, or call Class Counsel at 1-877-619-8966.

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EXHIBIT D

LEGAL NOTICE TO ALL CONSUMERS

If you were charged \$9.99 for a USA Fitness gym membership between March 14, 2020 and September 30, 2020, then you may be affected by a class action lawsuit.

You may be affected by a class action lawsuit claiming that Club 360 LLC, Valley Gym Corp, North Hollywood Fitness LLC, Van Nuys Fitness Center LLC, ABC Financial Services, LLC, and Jehangir Meher (collectively, "USA Fitness"), charged the checking accounts and/or debit cards of gym members a \$9.99 fee during the Covid-19 pandemic closures without obtaining prior authorization to do so. The lawsuit, *Edwin Bazarganfard and Barak Golan v. Club 360 LLC, et al.*, Case No. 2:21-cv-02272-CBM-PLA, is in the United States District Court for the Central District of California. The Court decided that this lawsuit should be a class action on behalf of a group of people that may include you ("Class"). There is no money available now and no guarantee that there will be.

AM I AFFECTED?

The class includes all people in the United States whose bank account and/or debit card was debited for \$9.99 on a reoccurring basis by USA Fitness, without USA Fitness first having obtained written authorization to do so, between March 14, 2020 and September 30, 2020.

WHAT IS THE CASE ABOUT?

The plaintiff in this lawsuit, Barak Golan, claims that USA Fitness automatically charged the checking accounts and/or debit cards of their gym members a \$9.99 fee while their gyms were closed during the Covid-19 pandemic, without obtaining prior authorization to do so. USA Fitness denies and is contesting the plaintiff's allegations and claims. The Court has not ruled on the merits of the plaintiff's claims or USA Fitness's defenses. Lawyers for the Class will have to prove their claims at a trial to be scheduled by the Court. The lawsuit is asking for money to be paid to consumers to compensate them for the amounts that were automatically debited from their checking accounts and/or debit cards without their permission, as well as statutory penalties for violations of the Electronic Funds Transfer Act. The lawsuit also asks for attorneys' fees and costs. There is no money available now and no guarantee that there will be.

WHO REPRESENTS ME?

The Court has appointed Todd M. Friedman of the Law Offices of Todd M. Friedman, P.C. to represent Class members as Class Counsel. Class members do not have to pay Class Counsel or anyone else to participate. If Class Counsel obtains money for the Class, they may ask the Court for attorneys' fees and costs, which would be paid out of any money recovered for the Class. You may hire your own lawyer to represent you at your own expense. Barak Golan is a Class member and the Court has appointed him to serve as the "Class Representative."

WHAT ARE MY RIGHTS & OPTIONS?

You have a choice of whether to stay in the Class or not. If you do nothing, you are choosing to stay in the Class. This means you will be legally bound by all orders and any judgment of the Court and you won't be able to sue or continue to sue USA Fitness about the legal claims made in this case in a different lawsuit. If money is awarded as a result of the trial, you will be notified about how to get a share. If you do not want to stay in the Class, you must submit a request for exclusion. If you exclude yourself, you cannot get any money from this lawsuit if any are obtained, but you will keep your right to separately sue USA Fitness over the legal issues in this case. To ask to be excluded from the Class, send a letter to the address below postmarked by **November 5, 2024**, stating you want to be excluded from *Edwin Bazarganfard and Barak Golan v. Club 360 LLC, et al.*, Case No. 2:21-cv-02272-CBM-PLA. Include your name, address, telephone number, and signature.

HOW DO I GET MORE INFORMATION?

For a detailed notice and other documents about this lawsuit and your rights, Go to www.Club360Lawsuit.com, call 1-844-722-4005, write to Class Action Administrator, PO Box 4787, Baton Rouge, LA 70821, or call Class Counsel at 1-877-619-8966.

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EXHIBIT E



PREPARED FOR:	PREPARED BY:
Adrian R. Bacon, Esq. <i>Law Offices of Todd M. Friedman, P.C.</i>	Kyle A. Mason, JD, CLMP EAG Gulf Coast, LLC^ Senior Director (714) 473-2121 cell kmason@pncpa.com

Case Name: *Edwin Bazarganfard et al. v. Club 360 LLC et al.*, No. 2:21-cv-02272 (C.D. Cal.)

Project Description: Cost Estimate for Class Certification Notice

ESTIMATE SUMMARY	Cost Estimate
<i>Direct Notice Costs</i>	\$ 8,330
<i>Website</i>	\$ 5,750
<i>Phone Support & Communications</i>	\$ 2,788
<i>Data Intake, Management, and Processing</i>	\$ 1,370
<i>Planning, Administration & Management</i>	\$ 4,580
<i>Subtotal: Project Cost Estimate:</i>	\$ 22,818
<i>Estimated Notice Postage Costs:</i>	\$ 2,086
Total Estimated Project Costs:	\$ 24,903

Standard Hourly Rates (Subject to Change)

Director	\$325-\$450
Associate Director	\$275-\$325
Consulting Manager	\$200-\$275
Software Developer	\$175-\$300
Senior Consultant	\$150-\$175
Staff Consultant	\$125-\$150
Claims Analyst	\$100-\$125
Project Coordinator	\$75-100

KEY ASSUMPTIONS USED TO PREPARE THIS ESTIMATE

Description	Volume	Percentage
Estimated Class Size	5,015	
Class Member Mailing Addresses Available	5,015	100%
Initial Mail Notice	5,015	100%
Undeliverable Mail Rate	401	8%
Skip Tracing Hit Rate	241	60%
Forwarding Address Hit Rate	4	1%
Total Estimated Remails	245	61%
Opt Outs/Objections	10	0.20%
Number of IVR Calls	50	1%
Connect Minutes per Call - IVR	3	

The document includes CONFIDENTIAL and proprietary information of Postlethwaite & Netterville, APAC and disclosure without prior written consent is strictly prohibited.



NOTICE ADMINISTRATION COST ESTIMATE

Direct Notice	Volume	Unit	Estimated Unit Cost	Cost Estimate
Class List Data Processing and Research				
Processing class data list (assumes one data source in a clean format), notice database setup, and notice list production	8	Hours	\$ 155	\$ 1,240
Notice Consulting and Design	12	Hours	\$ 175	\$ 2,100
Mail Notice				
Notice Setup and Formatting	1	One Time Fee	\$ 1,250	\$ 1,250
Print/prep Postcard Notice (single postcard, includes 48-month NCOA) - minimum fee of \$1,000	5,015	Postcards	\$ 0.15	\$ 1,000
Processing Undeliverable Mail and Re-Mailing				
Processing Undeliverable Mail - minimum fee of \$250	401	Notices	\$ 0.25	\$ 250
Skip Tracing Inputs - minimum fee of \$250	401	Per Record	\$ 0.10	\$ 250
Skip Tracing Results - minimum fee of \$250	241	Per Hit	\$ 0.25	\$ 250
Notice Re-mails: Notices with a forwarding address (est. @1%) + notices with new addresses from skip trace research - minimum fee of \$750	245	Notices	\$ -	\$ 750
Notice Campaign Reporting	8	Hours	\$ 155	\$ 1,240
Subtotal:				\$ 8,330

Case Website	Volume	Unit	Estimated Unit Cost	Cost Estimate
Case Website Setup and Design	1	One Time	\$ 2,750	\$ 2,750
Monthly Website Hosting and Claims Portal Maintenance	12	Month	\$ 250	\$ 3,000
Subtotal:				\$ 5,750

Phone Support and Communications	Volume	Unit	Estimated Unit Cost	Cost Estimate
Setup and design of IVR with voicemail option (English only, additional costs for each additional language)	1	One Time Fee	\$ 1,250	\$ 1,250
IVR Monthly Maintenance Charge	12	Months	\$ 75	\$ 900
Per minute usage costs for IVR (est. number of minutes)	150	Minutes	\$ 0.25	\$ 38
Direct communication with putative class members (phone)	480	Minutes	\$ 1.25	\$ 600
Subtotal:				\$ 2,788

Data Intake, Management, and Processing	Volume	Unit	Estimated Unit Cost	Cost Estimate
P.O. Box Setup & Maintenance	1	One Time Fee	\$ 750	\$ 750
Processing Opt-Outs and Objections	4	Hours	\$ 155	\$ 620
Subtotal:				\$ 1,370

Project Planning, Expert Services, and Management	Volume	Unit	Estimated Unit Cost	Cost Estimate
Planning, Administration, & Management	16	Hours	\$ 155	\$ 2,480
Court/Settlement/Process Documents and Declarations	12	Hours	\$ 175	\$ 2,100
Subtotal:				\$ 4,580

Estimated Postage Costs ¹	Volume	Unit	Estimated Unit Cost	Cost Estimate
Initial Notice Mailings	5,015	Postcards	\$ 0.39	\$ 1,956
Notice Re-mails	245	Postcards	\$ 0.53	\$ 130
Subtotal:				\$ 2,086

Total Estimated Project Cost (excluding postage): \$ 22,818
Total Estimated Project Cost (including postage): \$ 24,903

Key Notes:

- ¹ Postage rates are estimates based on estimated USPS postage rate increases that went into effect in January 2024 and may fluctuate. USPS rates are scheduled to increase again on July 14, 2024.
- [^] As of May 22, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named and contracted, EAG Gulf Coast, LLC employees will service the work under those agreements. P&N's obligations to service work may be assigned by P&N to Eisner Advisory Group, LLC or EAG Gulf Coast, LLC, or one of Eisner Advisory Group, LLC's or EAG Gulf Coast, LLC's subsidiaries or affiliates.
- * All unit-based pricing is tiered by volume and priced above according to where the estimated rate volume falls within the tiered pricing.
- * Estimated Project Costs are contingent on the key assumption that class data is delivered per P&N Data File Transmission Guidelines.
- * The costs reflected in this document are ESTIMATES based on key assumptions and is NOT intended to be a final quote or contract between P&N and any other party.
- * All line item costs via hourly rates are ESTIMATES and we will bill based on actual time incurred and the rates found in the current Standard Hourly Rates table. The rates included within the estimate are a blended estimate of the Standard Hourly Rates for each service.
- * Estimated Unit Costs may indicate estimated blended rate for services provided by P&N.
- * All up front costs for notice administration (e.g. print, postage, email and media plan costs) must be paid 5 business days prior to the program inception.

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA

3 EDWIN BAZARGANFARD and
4 BARAK GOLAN, on behalf of
5 themselves and all others similarly
6 situated,

7 Plaintiff,

8 vs.

9 Club 360 LLC *et al.*

10 Defendants.

Case No.: 2:21-cv-02272-CBM-(PLAx)

11
12 **DECLARATION OF BRADLEY
13 MADDEN REGARDING
14 ADMINISTRATION**

15 I, Bradley Madden, declare:

16 1. I am a Project Manager for EAG Gulf Coast, LLC (“EAG”)¹, a full-service
17 administration firm providing legal administration services. The following statements are based
18 on my personal knowledge as well as information provided by other experienced EAG employees
19 working under my supervision.

20 **EXPERIENCE**

21 2. EAG routinely develops and executes notice plans and administers a wide variety
22 of class action and mass action settlements, with subject matters including, but not limited to,
23 products liability, consumer, mass tort, antitrust, labor and employment, insurance, and
24 healthcare. EAG team members have experience designing and implementing over 100 notice
25 and settlement programs. Additional information about EAG can be found on our website at
26 www.pnclassaction.com.

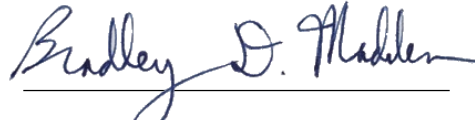
27 3. A sample of court opinions on the adequacy of our notice and Settlement
28 Administration experience is included in EAG’s curriculum vitae as **Exhibit A.**

¹ As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC.

CERTIFICATION

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 8th day of July, 2024 in Baton Rouge, Louisiana.



Bradley Madden

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Exhibit A: CV of EisnerAmper



Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims.

Sample Case Experience*



Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)⁴
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)¹
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)¹
- In re: Paraquat Products Liability Litigation (MDL 3004)¹
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)²
- Essure Product Liability Settlement³
- Porter Ranch (JCCP 4861)



Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

^{*}Work performed as Postlethwaite & Netterville, APAC (P&N)

¹Services provided in cooperation with the Court-Appointed Special Master

²Appointed As Common Benefit Trustee

³Inventory Settlement

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EAG Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process .

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.



- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.



- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Davonna James, individually and on behalf of all others similarly situated v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed



Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) Constituted the best practicable notice, under the circumstances;*
- (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Superior Court King County, WA), Judge Kristin Richardson on May 27, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).



- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Superior Court King County, WA), Judge Kristin Richardson on April 15, 2022:

The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including



individual notice to all Settlement Class Members who could be identified through reasonable effort.

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class...was the best practicable notice under the circumstances. The Class Notice program...was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.



- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable



under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Winters, et al. v. Two Towns Ciderhouse, Inc**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process....With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.



- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:

- The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*
- The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

- **Edward Makaron et al. v. Enagic USA, Inc.**, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

- The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*
- The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably*



calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.



- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

- (a) constituted the best practicable notice to Class Members under the circumstances;*
- (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*
- (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*



- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*



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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BARAK GOLAN, on behalf of)	Case No. 2:21-cv-02272-CBM-PLA
himself and all others similarly)	
situated,)	<u>CLASS ACTION</u>
)	
Plaintiff,)	[PROPOSED] ORDER
)	
VS.)	
)	
CLUB 360 LLC, et al.,)	
)	
Defendants.)	
)	
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The Court having already found for Plaintiff on the issues of numerosity, commonality, predominance, typicality, adequacy and superiority pursuant to the Federal Rules of Civil Procedure with respect to the proposed Class; the Court also finding that the proposed notice plan and forms of notice are the best notice practicable under the circumstances and satisfy all requirements of the Federal Rules of Civil Procedure, including Fed. R. Civ. P. 23(c)(b)(2); and for good cause shown,

1 IT IS HEREBY ORDERED that Plaintiffs' Motion for Approval of Notice
2 Plan and Proposed Forms of Notice is GRANTED. Defendant shall provide any
3 information necessary to facilitate the dissemination of notice in accordance with
4 the Notice Plan within 14 days of this Order.
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8 Dated this ____ day of _____, 2024.

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12 The Honorable Consuelo B. Marshall
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